

## **ATTACHMENT A: NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT**



**King County  
Office of Emergency Management  
3511 NE 2<sup>nd</sup> Street  
Renton, WA 98056**

### ***Washington State Homeland Security Region 6 Critical Infrastructure Protection Program*** **NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT**

I, the undersigned, a willing participant in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Program, intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted access to certain critical infrastructure information, specified below, that is owned by, produced by, or in the possession of Washington State Homeland Security Region 6, the State of Washington, King County, or any participant involved in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Program as tracked on official meeting attendance sheets by King County Office of Emergency Management.

As the administrator for Washington State Homeland Security Region 6, King County Office of Emergency Management will maintain this Agreement on behalf of Washington State Homeland Security Region 6 and participants involved in official meetings of the Region 6 Critical Infrastructure Protection Program, as tracked on attendance sheets by King County Office of Emergency Management.

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#### **Critical Infrastructure Information**

As used in this Agreement, critical infrastructure information is an over-arching term that covers any information related to the Washington State Homeland Security Region 6 Critical Infrastructure Protection Program, as described in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Plan, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect regional, state, or national interests, the conduct of State and local programs, or the competitive position, trade secrets, and business operations of any organization, or the privacy to which individuals and organizations are entitled under Section 552a of United State Code Title 5 and/or Section 17 Chapter 42 of Revised Code of Washington. This includes information categorized by the State of Washington, King County, or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Limited Official Use (LOU); Law Enforcement Sensitive (LES); and any other identifier used by other government agencies to categorize information as sensitive but unclassified. This Agreement applies to all information discussed during, produced in, or disseminated in a formal meeting hosted by Washington State Homeland Security Region 6 to include, but not limited to, Interdependency Forums and Critical Infrastructure Protection Work Group meetings.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in

accordance with the guidance provided to me relative to critical infrastructure information as designated in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Plan.

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I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received appropriate information concerning the nature and protection of information to which I have been provided access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, Washington State Homeland Security Region 6, the government of King County, and other official participants, as tracked on official attendance sheets by King County Office of Emergency Management, involved in critical infrastructure protection related meetings and forums to which I am a party have placed special confidence and trust in me and I am obligated to protect all information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the critical infrastructure information to which I am granted access and am privy to.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to critical infrastructure information to which I am granted access. I understand that the government of King County or the State of Washington may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.
4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization from Washington State Homeland Security Region 6, the government of King County, or the specific owner/provider of the information. Should situations warrant the disclosure or release of such information, I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.
5. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information described in this Agreement and in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Plan, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.
6. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my access to the information covered by this Agreement. This may also serve as a basis for the injured parties to receive reparations for damages from me in a court of law.
7. This Agreement is made and intended for the benefit of Washington State Homeland Security Region 6, the State of Washington, King County, and all participants formally involved in regional critical infrastructure protection, as tracked on official attendance sheets by King County Office of Emergency Management and described in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Plan, and may be enforced by the government of the State of Washington, King County, or an Authorized Entity, including any official stakeholder as described above damaged by the release of confidential, proprietary, classified, or business sensitive information, trade secrets, or information exempt from public disclosure to an unauthorized party.
8. By granting me access to information in this context, Washington State Homeland Security Region 6, the State of Washington, King County, and other official critical infrastructure protection stakeholders (as tracked on official attendance sheets by King County Office of Emergency Management) may seek any remedy available to them to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

9. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither Washington State Homeland Security Region 6, the State of Washington, King County, nor any official critical infrastructure protection program stakeholders (as tracked on official attendance sheets by King County Office of Emergency Management) have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive, proprietary, or business confidential information to which I have been given access under the terms of this Agreement.

10. Unless and until I am released in writing by an authorized representative of Washington State Homeland Security Region 6, King County, or the original owner/provider of the particular category of information, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted access, and at all times thereafter.

11. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

12. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the governments of the United States, the State of Washington, King County or any of their departments or agencies, or any other official stakeholder involved in the Washington State Homeland Security Region 6 Critical Infrastructure Protection Program as tracked on official attendance sheets by King County Office of Emergency Management.

14. Signing this Agreement does not bar disclosures to Congress, an authorized official of an executive agency, the Department of Justice, or State and local law enforcement officials that are essential to reporting a substantial violation of law.

15. I represent and warrant that I have the authority to enter into this Agreement.

16. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that a Washington State Homeland Security Region 6 representative has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

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**Washington State Homeland Security Region 6  
Non-Disclosure and Confidentiality Agreement**

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Typed/Printed Name:	Government/Department/Agency/Business Name:
Government/Department/Agency/Business Address:	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:	Date:

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